him to set up that the member was mentally incapable of making the change when he attempted to do so. *Ancient Order United Workmen* v. *Frank,* 133 Mich. 232; *A. O. U. W.* v. *McGrath* 133 Mich. 626; *Sovereign Camp Woodmen of the World* v. *Wood,* 114 Mo. App. 471. Also note the implication of the court in *Moan* v. *Normile,* 56 N. Y. Supp. 339. "The contract of insurance creates a certain status, which unless lawfully changed, will result in pecuniary benefit to the appointed beneficiary. The fact that this status has not ripened into a vested and irrevocable ownership of the beneficial interest, and that the member may change it, does not authorize a third party to maliciously and fraudulently destroy the status so that the interest or expectancy of the beneficiary is prevented from ripening." The right of the member is one thing, and the interference of a third party to destroy the status is another. The fact that the action is new does not destroy the right to recover. *Kujek* v. *Goldman,* 150 N. Y. 176.

INSURANCE—RIGHT OF INSURED TO SURRENDER.—Insured had an "old line" life insurance policy which named his wife as beneficiary, with the right of insured to change the beneficiary. He surrendered the policy to insurer, and dying shortly after, his wife brought action on the policy. She died pending the trial of the cause, and her administrator was substituted in her stead. Defendant claims as insured had the right to change the beneficiary, he could also defeat the beneficiary's claim by a surrender of the policy. *Held,* that insured had no right to surrender. *Roberts* v. *Northwestern National Life Insurance Co.* (Ga. 1915) 85 S. E. 1043.

The court bases the decision on the ground that the beneficiary of an "old line" policy has a vested interest, and no transfer can be made without the consent of the beneficiary. *Ricker* v. *Charter Oak Life Ins. Co.,* 27 Minn. 193; *Ferguson* v. *Phoenix Mutual Life Ins. Co.,* 84 Vt. 350; *Perry* v. *Tweedy,* 128 Ga. 402. The right to change the beneficiary is one of contract and can be done only in the manner provided for in the policy. The right to cancel contemplates complete destruction of the policy. *Holder* v. *Prudential Ins. Co.,* 77 S. C. 299. While the right to change the beneficiary contemplates the continued existence and modification of the policy. The recognition of the beneficiary's right in such a policy as a vested interest is contrary to the following cases, where the courts have stated that such an interest is a mere expectancy, liable to be defeated at any time, and that, where the insured has the right to designate a new beneficiary, he has the absolute control of the property. *Denver Life Ins. Co.* v. *Crane,* 19 Col. App. 191, 73 Pac. 875; *Equitable Life Assur. Society of U. S.* v. *Stough,* 45 Ind. App. 411. The beneficiary of a mutual life insurance policy is regarded to have a mere expectancy, not a vested interest, but in such a policy the insured has the right at any time to designate a new beneficiary. In an "old line" policy, the beneficiary is regarded as having a vested interest, and the property itself. However, in the past the main difference between the two beneficiaries has been the fact that the interest of the one was permanent. If then, the reason for the rule regarding the beneficiary of a mutual policy is the fact that his interest is liable to be defeated, it is difficult to see why the rule in

the case of a beneficiary of an "old line" policy, who is liable to have his interest defeated, should not be the same. If such can be said to be the case, why can that expectancy not be defeated as well by a surrender as by a change of the beneficiary. The principal case is the first to have met the question squarely, and it seems that much can be said for the contrary doctrine.

JUDGMENT—PERSONAL SERVICE.—The plaintiff sued the defendant, a partnership, in the circuit court of Cook County, Illinois, on a judgment rendered by the circuit court of Jefferson County, Kentucky, in favor of the plaintiff. Service in the original suit, brought in the Kentucky court, was by serving Washington Flexner, the agent of the defendant, as permitted by section 51 of the Civil Code of that state. *Held,* such service is invalid when construed to justify a personal judgment against non-resident partners. *Flexner* v. *Farson, et al.* (Ill. 1915), 109 N. E. 327.

It is well settled that the full faith and credit clause of the Federal Constitution, as to judgments, does not preclude an inquiry into the jurisdiction of the court rendering the judgment, when an action is brought upon that judgment in a sister state. *Pennoyer* v. *Neff,* 95 U. S. 714, 24 L. Ed. 565; *M'Elmoyle* v. *Cohen,* 13 Pet. 312; *D'Arcy* v. *Ketchum,* 11 How. 165. The statute under which the original suit was brought, has been held constitutional in the highest state court of Kentucky in *Guenther* v. *American Steel Hoop Co.,* 116 Ky. 580, 76 S. W. 419, and in *Johnson* v. *Westerfield's Adm'r,* 143 Ky. 10, 135 S. W. 425, the court relying upon a statement in *Pennoyer* v. *Neff,* supra, on page 735. But, as pointed out in the principal case, that statement was unnecessary to a decision in that case, and so must be regarded as mere dictum. Statutes permitting service on an agent of a foreign corporation for judgment in personam have generally been held constitutional. *Insurance Co.* v. *French,* 18 How. 404; *Smith* v. *Empire State Idaho M. & D. Co.,* 127 Fed. 462; *McNichol* v. *The U. S. Mer. Rep. Agency,* 74 Mo. 457; *Groel* v. *United Electric Co.,* 69 N. J. Eq. 397, 60 Atl. 822. But these cases are not in point, for a corporation can go into a state only as a matter of grace, and for that reason must submit to whatever conditions the state sees fit to impose. *Railroad Co.* v. *Harris,* 12 Wall. 65; *Insurance Co.* v. *Carrugi,* 41 Ga. 660. A non-resident person, unlike a corporation, does business in any state of the Union, not by virtue of the consent of the state, but under the 14th Amendment to the Federal Constitution. His property which he sends into the state he submits to the jurisdiction of its courts, but not his person. *Pennoyer* v. *Neff,* supra. If the statute is unconstitutional as to an individual, it cannot be held constitutional as to a partnership, for the theory that a partnership is a legal entity, distinct and separate from the persons composing it, is not recognized by the weight of authority. *Francis* v. *McNeal,* 228 U. S. 695; *Abbott* v. *Anderson,* 265 Ill. 285. Thus service on an individual, as agent of a non-resident partnership, is insufficient to enable the court to render a judgment *in personam* against that partnership, as was held concerning this very statute in *Mondock* v. *Kirby,* 118 Fed. 180; and in *Caldwell* v. *Armour,* 1 Penn. (17 Del.) 545, 43 Atl. 517; *Cabenne* v. *Graff,* 87 Minn. 510, 92 N. W. 461.